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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

EQUINE LEGAL SOLUTIONS, PC,	)	
	)	Case No. 3:22-cv-343
Plaintiff	)	
	)	
v.	)	<b>COMPLAINT</b>
	)	
LAW INSIDER, INC.; BRYAN	)	For Copyright Infringement, Breach
MCQUEENEY; RIDE ON LA; BRUCE	)	of Contract and Conversion
BUENGER and WASHINGTON	)	
ANIMAL CLINIC, PLLC,	)	
	)	
Defendants	)	
	)	

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COMES NOW, Plaintiff Equine Legal Solutions, PC (“Plaintiff”) and hereby alleges as follows against Defendants Law Insider, Inc., a Delaware corporation (“Defendant Law Insider”); Bryan McQueeney (“Defendant McQueeney”); Ride on LA, a California public benefit corporation (“Defendant Ride On”); Bruce Buenger (“Defendant Buenger”) and Washington Animal Clinic PLLC, a Texas professional limited liability company (“Defendant Washington”) (collectively, “Defendants”).

## **NATURE OF THE ACTION**

1.

This action arises out of Defendants' use, copying, dissemination, and infringement of Plaintiff's copyrighted legal forms. Plaintiff sells licenses to access and use Plaintiff's copyrighted legal forms on Plaintiff's website, subject to a license agreement ("License Agreement").

## **JURISDICTION**

2.

Pursuant to 28 U.S.C. § 1331, this Court has original jurisdiction over claims brought under the Copyright Act, 17 U.S.C. § 101, *et seq.* ("Copyright Act").

3.

Pursuant to 28 U.S.C. § 1332(a)(1), this Court has original jurisdiction over claims where the matter in controversy exceeds \$75,000 and is between citizens of different states.

## **VENUE**

4.

Pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in this Court. As described herein, all Defendants knowingly directed their conduct at the state of Oregon with the knowledge their conduct would cause injury to Plaintiff in the state of Oregon. In addition, as described herein, certain Defendants agreed to the terms of the License Agreement, which specifies the state of Oregon as the proper venue for any legal actions relating to it, and Defendant Law Insider does business in the state of Oregon.

## **PARTIES**

5.

Plaintiff is an Oregon professional corporation providing equine-related legal services to clients in Oregon, California, New York and Washington.

6.

Plaintiff is informed and believes Defendant Law Insider is a Delaware corporation with its principal place of business in California.

7.

Plaintiff is informed and believes Defendant McQueeney is a natural person resident in California.

8.

Plaintiff is informed and believes Defendant Ride On is a California public benefit corporation with its principal place of business in California.

9.

Plaintiff is informed and believes Defendant Buenger is a natural person resident in Texas.

10.

Plaintiff is informed and believes Defendant Washington is a Texas professional limited liability company.

## **FACTUAL ALLEGATIONS**

11.

Plaintiff's employee has developed a variety of copyrighted legal forms for equine

transactions based upon her decades of experience both as an attorney and an equestrian. On Plaintiff's website, persons wishing to use such forms can download them for a fee after agreeing to enter into the License Agreement. The License Agreement is also posted on Plaintiff's website.

12.

The License Agreement specifically prohibits Plaintiff's customers from editing Plaintiff's forms or otherwise creating derivative works from Plaintiff's forms. The License Agreement also specifically prohibits Plaintiff's customers from reselling Plaintiff's forms and from posting Plaintiff's forms on the Internet.

13.

From time to time, Plaintiff conducts Internet searches to identify documents that infringe upon Plaintiff's copyrighted forms. Because Plaintiff uses unique language in its forms, Plaintiff can easily identify infringing documents by searching for specific language.

**Defendant McQueeney's and Defendant Ride On's Actions**

14.

Plaintiff is informed and believes at all relevant times, Defendant Ride On operated Rancho Potrero Community Equestrian Center ("Rancho Potrero") pursuant to a contract with the city of Thousand Oaks, California. Plaintiff is informed and believes at all relevant times, Defendant McQueeney acted as an employee or agent of Defendant Ride On. Plaintiff is informed and believes at all relevant times, Defendants McQueeney and Ride On controlled Rancho Potrero's website.

15.

On July 23, 2019, Defendant McQueeney visited Plaintiff's website, purchased Plaintiff's Equine Boarding Forms Package and then downloaded it. Such purchase was subject to the License Agreement, which specifies Oregon as the proper venue for all legal actions brought in connection with the License Agreement.

16.

Plaintiff is informed and believes at some point on or after July 23, 2019, Defendant McQueeney used Plaintiff's Equine Boarding Agreement to create a horse boarding agreement ("Infringing Document #1") for Defendant Ride On. Infringing Document #1 contains multiple paragraphs nearly identical to sections of Plaintiff's Equine Boarding Agreement. Plaintiff is informed and believes at some point on or after July 23, 2019, Defendants McQueeney and Ride On posted Infringing Document #1 on Rancho Potrero's website.

17.

On June 4, 2021, Plaintiff conducted an Internet search for language unique to Plaintiff's forms. Such search led Plaintiff to discover Infringing Document #1, which was posted at the following URL: [https://0201.nccdn.net/4\\_2/000/000/081/4ce/Complete-Boarder-Paperwork.pdf](https://0201.nccdn.net/4_2/000/000/081/4ce/Complete-Boarder-Paperwork.pdf). Plaintiff is informed and believes 0201.nccdn.net is a photo server used by the ISP that hosts Rancho Potrero's website, and therefore the location where Plaintiff found Infringing Document #1 is part of Rancho Potrero's website.

18.

On October 19, 2021, Plaintiff emailed Rancho Potrero informing it Infringing Document #1 infringed upon Plaintiff's Equine Boarding Agreement. On October 20, 2021, Defendant

McQueeney replied to the email stating, “We will delete the boarding paperwork from our website today or latest tomorrow.”

19.

On November 17, 2021, Plaintiff discovered Infringing Document #1 was still posted on Rancho Potrero’s website. Plaintiff identified the ISP hosting Rancho Potrero’s website (“Rancho Potrero’s ISP”), and emailed it a DMCA-compliant notice of infringement. Plaintiff is informed and believes Rancho Potrero’s ISP sent a copy of Plaintiff’s DMCA notice to Defendant Ride On and requested that Defendant Ride On remove Infringing Document #1 from Rancho Potrero’s website. Plaintiff is informed and believes at some point during the period from November 17, 2021 and December 8, 2021, Defendant Ride On removed Infringing Document #1 from Rancho Potrero’s website. On December 8, 2021, Plaintiff visited the URL on Rancho Potrero’s website where Plaintiff had previously found Infringing Document #1, and Infringing Document #1 was no longer available there.

20.

On December 21, 2021, Plaintiff conducted another Internet search for language unique to Plaintiff’s forms. Such search led Plaintiff to discover Infringing Document #1 had been re-posted to Rancho Potrero’s website at the same location where Plaintiff had previously found Infringing Document #1. On December 21, 2021, Plaintiff emailed Rancho Potrero’s ISP a DMCA-compliant notice of infringement. Plaintiff is informed and believes Rancho Potrero’s ISP forwarded Plaintiff’s email to Defendant Ride On and requested that it remove Infringing Document #1 from Rancho Potrero’s website. Plaintiff is informed and believes that at some point during the period from November 21, 2021 and December 28, 2021, Defendant Ride On

removed Infringing Document #1 from Rancho Potrero's website. On December 28, 2021, Plaintiff visited the location on Rancho Potrero's website where Plaintiff had previously found Infringing Document #1, and Infringing Document #1 was no longer available there.

21.

On January 5, 2022, Plaintiff conducted another Internet search for language unique to Plaintiff's forms. Such search led Plaintiff to discover Infringing Document #1 was once again posted to the same location on Rancho Potrero's website where Plaintiff had previously found Infringing Document #1. On January 5, 2022, Plaintiff emailed a DMCA-compliant notice of infringement to Rancho Potrero's ISP. Plaintiff also emailed a DMCA-compliant notice of infringement to Rancho Potrero. On January 10, 2022, Plaintiff received an email from Defendant McQueeney stating, "The website you cited in your email is not controlled by Ride On nor does Ride On have any affiliation with whoever owns it. We have deleted all your forms from the internet where we have control as promised below." However, as of the date of this filing, Infringing Document #1 is still posted to Rancho Potrero's website.

22.

Plaintiff is informed and believes Defendant Ride On has used, and continues to use, Infringing Document #1 in its business operation of Rancho Potrero. In addition, Plaintiff is informed and believes that during the time periods Infringing Document #1 has been posted to Rancho Potrero's website, an unknown number of parties, including Defendant Law Insider as described below, accessed Infringing Document #1. Further, Plaintiff is informed and believes Defendants McQueeney and Ride On distributed copies of Infringing Document #1 to an unknown number of additional parties. Additionally, Plaintiff is informed and believes an

unknown number of parties who came into possession of Infringing Document #1, including Defendant Law Insider as described herein, have further disseminated it, made derivative works from it, and profited by using it in their business operations.

**Defendant Buenger's and Defendant Washington's Actions**

23.

Plaintiff is informed and believes at all relevant times, Defendant Washington operated a veterinary practice. Plaintiff is informed and believes at all relevant times, Defendant Buenger acted as an employee or agent of Defendant Washington.

24.

On December 4, 2009, Defendant Buenger visited Plaintiff's website, purchased Plaintiff's Shipped Semen Agreement, and then downloaded it. Such purchase was subject to the License Agreement, which specifies Oregon as the proper venue for all legal actions brought in connection with the License Agreement.

25.

Plaintiff is informed and believes at some point on or after December 4, 2009, Defendant Buenger used Plaintiff's Shipped Semen Agreement to create a shipped semen agreement ("Infringing Document #2") for Defendant Washington.

26.

On March 14, 2013, Plaintiff conducted an Internet search for language unique to Plaintiff's forms. Such search led Plaintiff to discover Infringing Document #2, which was posted at the following URL: <http://washington-animal-clinic.com/stallions.html>. Plaintiff is informed and believes Defendant Washington maintained washington-animal-clinic.com as its



business website at that time. Infringing Document #2 contains multiple paragraphs nearly identical to sections of Plaintiff's Shipped Semen Agreement.

27.

On March 14, 2013, Plaintiff identified the ISP then hosting Defendant Washington's website, and emailed it a DMCA-compliant notice of infringement. Plaintiff also emailed Defendant Buenger and explained the License Agreement prohibits creating derivative works from Plaintiff's forms as well as posting any portion of Plaintiff's forms on the Internet. Plaintiff is informed and believes the ISP then hosting Defendant Washington's website removed Infringing Document #2 from the website at some point during the period between March 14, 2013 and November 3, 2013.

28.

On November 24, 2021, Plaintiff conducted an Internet search for language unique to Plaintiff's forms. Such search led Plaintiff to discover Infringing Document #2 had once again been posted to the Internet, this time at the following URL:

<http://www.washingtonanimalclinic.com/downloads/WAC-Shipped-Semen-Agreement-2012.pdf>

Plaintiff is informed and believes washingtonanimalclinic.com is Defendant Washington's current business website.

29.

On November 24, 2021, Plaintiff identified the ISP hosting Defendant Washington's website ("Washington's ISP") and emailed it a DMCA-compliant notice of infringement. On November 30, 2021, Washington's ISP emailed Plaintiff and asked Plaintiff to send it a copy of the copyrighted material being infringed upon. Plaintiff emailed Washington's ISP a copy of

Plaintiff's Shipped Semen Agreement. Plaintiff is informed and believes Washington's ISP removed Infringing Document #2 from Defendant Washington's website on or before January 10, 2022.

30.

Plaintiff is informed and believes Defendant Washington has used, and continues to use, Infringing Document #2 in its business operations. Plaintiff is informed and believes during the time Infringing Document #2 was posted on washingtonanimalclinic.com, an unknown number of parties, including Defendant Law Insider as described below, accessed Infringing Document #2. Further, Plaintiff is informed and believes Defendants Buenger and Washington distributed copies of Infringing Document #2 to an unknown number of additional parties. Additionally, Plaintiff is informed and believes an unknown number of parties who came into possession of Infringing Document #2, including Defendant Law Insider as described herein, have further disseminated it, made derivative works from it, and profited by using it in their business operations.

#### **Defendant Law Insider's Actions**

31.

Plaintiff is informed and believes at all relevant times, Defendant Law Insider owned and operated the website lawinsider.com ("Law Insider's Website"). According to Law Insider's Website, "Law Insider is a subscription based contract database and resource center that helps over 300,000 lawyers and business owners draft and negotiate contracts more effectively." Law Insider's Website states its users "have the ability to download in a variety of formats, including PDF, DOCX, Google Docs, and HTML." Plaintiff is informed and believes at all relevant times,

Defendant Law Insider has done business in the state of Oregon and has had numerous customers resident in the state of Oregon. Additionally, Plaintiff is informed and believes as of at least November 18, 2021, Defendant Law Insider knew Plaintiff is based in the state of Oregon and knew its actions would cause injury to Plaintiff in the state of Oregon.

32.

On June 4, 2021, Plaintiff conducted an Internet search to identify documents that infringed upon Plaintiff's copyrighted legal forms. Plaintiff discovered a derivative work created from Plaintiff's Equine Boarding Agreement posted on Law Insider's Website at <https://www.lawinsider.com/contracts/atDnfb9lf2> ("Infringing Document #3"). Plaintiff is informed and believes Defendant Law Insider accessed Infringing Document #1 via Rancho Potrero's website and used it to create Infringing Document #3.

33.

On November 18, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff's copyrighted legal forms. Plaintiff discovered a derivative work created from Plaintiff's Adult Visitor Release and posted on Law Insider's Website at <https://www.lawinsider.com/clause/risk-of-injury-or-death-to-visitor> ("Infringing Document #4"). Plaintiff also discovered two derivative works created from Plaintiff's Boarding Agreement and posted on Law Insider's Website at <https://www.lawinsider.com/clause/risk-of-loss-of-or-damage-to-personal-property> ("Infringing Document #5") and <https://www.lawinsider.com/clause/veterinary-care-and-emergency> ("Infringing Document #6"). In addition, Plaintiff discovered a derivative work created from Plaintiff's Equine Hauling Hold Harmless Agreement and posted on Law Insider's Website at

<https://www.lawinsider.com/dictionary/waiver-of-unknown-claims> (“Infringing Document #7”).

34.

On November 23, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff discovered four more derivative works created from Plaintiff’s Adult Visitor Release and posted on Law Insider’s Website at <https://www.lawinsider.com/clause/risk-of-injury-or-death-to-participant> (“Infringing Document #8”), <https://www.lawinsider.com/contracts/3TWZ79FvBzT> (“Infringing Document #9”), <https://www.lawinsider.com/contracts/3TWZ79FvBzT#:~:text=In%20consideration%20for-,Stable,-permitting%20Adult&text=Adult-,visitor,-agrees%20that&text=Adult-,visitor,-expressly%20assumes%20all&text=given%20to%20Adult-,visitor,-by> (“Infringing Document #10”), and <https://www.lawinsider.com/contracts/8jl22Qwox7l> (“Infringing Document #11”). Plaintiff also discovered two more derivative works created from Plaintiff’s Equine Boarding Agreement and posted on Law Insider’s Website at <https://www.lawinsider.com/clause/risk-of-loss-of-or-injury-to-horse> (“Infringing Document #12”) and <https://www.lawinsider.com/clause/trail-riding-risks> (“Infringing Document #13”). In addition, Plaintiff discovered a derivative work created from Plaintiff’s Adult Haul-in Release and posted on Law Insider’s Website at <https://www.lawinsider.com/clause/risk-of-loss-of-or-injury-to-horses> (“Infringing Document #14”). Further, Plaintiff discovered six derivative works created from Plaintiff’s Youth Visitor Release and posted on Law Insider’s Website at <https://www.lawinsider.com/contracts/6tuRtKz4JtM#:~:text=Youth%20to%20visit-,Stable,-and%20ride%20and&text=In%20consideration%20for-,Stable,-permitting%20Youth%20to&text=risk%20that%20the-,Stable,-Parties%20may%20be>

(“Infringing Document #15”), <https://www.lawinsider.com/contracts/6tuRtKz4JtM#safe-riding-attire> (“Infringing Document #16”), [https://www.lawinsider.com/contracts/8jl22Qwox7l#:~:text=Westhampton%2C%20MA%2001027-.Boarding%20Stable%20Visitor,-Agreement%20-%20Adult&text=Indemnification%20Agreement\)%20This-.Boarding%20Stable%20Visitor,-Agreement%20is%20being&text=In%20consideration%20for-,Stable,-permitting&text=.%2C-.Visitor,-agrees%20to%20follow](https://www.lawinsider.com/contracts/8jl22Qwox7l#:~:text=Westhampton%2C%20MA%2001027-.Boarding%20Stable%20Visitor,-Agreement%20-%20Adult&text=Indemnification%20Agreement)%20This-.Boarding%20Stable%20Visitor,-Agreement%20is%20being&text=In%20consideration%20for-,Stable,-permitting&text=.%2C-.Visitor,-agrees%20to%20follow) (“Infringing Document #17”), [https://www.lawinsider.com/contracts/8NPhK5ekmLb#:~:text=Westhampton%2C%20MA%2001027-.Boarding%20Stable%20Visitor,-Agreement%20-%20Youth&text=Indemnification%20Agreement\)%20This-.Boarding%20Stable%20Visitor,-Agreement%20is%20being&text=In%20consideration%20for-,Stable,-permitting%20Youth%20to](https://www.lawinsider.com/contracts/8NPhK5ekmLb#:~:text=Westhampton%2C%20MA%2001027-.Boarding%20Stable%20Visitor,-Agreement%20-%20Youth&text=Indemnification%20Agreement)%20This-.Boarding%20Stable%20Visitor,-Agreement%20is%20being&text=In%20consideration%20for-,Stable,-permitting%20Youth%20to) (“Infringing Document #18”), <https://www.lawinsider.com/contracts/8NPhK5ekmLb#safe-riding-attire> (“Infringing Document #19”) and <https://www.lawinsider.com/contracts/hOtMm7q2dff> (“Infringing Document #20”).

35.

On November 24, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff discovered two derivative works created from Plaintiff’s Shipped Semen Agreement and On Site Breeding Agreement posted on Law Insider’s Website at <https://www.lawinsider.com/clause/mares-health-and-breeding-soundness> (“Infringing Document #21”) and <https://www.lawinsider.com/clause/ownership-of-mare> (“Infringing Document #22”). Plaintiff also discovered two derivative works created from Plaintiff’s Shipped Semen Agreement and On

Site Breeding Agreement posted on Law Insider's Website at <https://www.lawinsider.com/contracts/5al4goSMPEJ> ("Infringing Document #23") and <https://www.lawinsider.com/contracts/d4noDPwu0uG> ("Infringing Document #24"). In addition, Plaintiff discovered another derivative work created from Plaintiff's Equine Boarding Agreement posted on Law Insider's Website at <https://www.lawinsider.com/dictionary/additional-notes-re-horses-condition> ("Infringing Document #25"). Plaintiff is informed and believes Defendant Law Insider accessed Infringing Document #2 on Defendant Washington's website and used it to create Infringing Documents #21 and 24.

36.

On November 29, 2021, as a result of Plaintiff's Internet search for language contained in Plaintiff's copyrighted legal forms, Plaintiff discovered a derivative work created from Plaintiff's Full Equine Lease Agreement posted on Law Insider's Website at <https://www.lawinsider.com/clause/expenses-and-care-and-handling-of-horse> ("Infringing Document #26"). Further, Plaintiff discovered two more derivative works created from Plaintiff's Equine Boarding Agreement posted on Law Insider's Website at <https://www.lawinsider.com/contracts/iJro2GCqKI> ("Infringing Document #27") and <https://www.lawinsider.com/contracts/jnREd6IjaM5> ("Infringing Document #28").

37.

On December 15, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff's copyrighted legal forms. Plaintiff discovered another derivative work created from Plaintiff's Adult Visitor Release posted on Law Insider's Website at

<https://www.lawinsider.com/contracts/8NPhK5ekmLb> (“Infringing Document #29”). Plaintiff also discovered a derivative work created from Plaintiff’s Simple Equine Sale Agreement posted on Law Insider’s Website at <https://www.lawinsider.com/dictionary/2011-notes-conditions> (“Infringing Document #30”).

38.

On December 21, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff discovered six more derivative works created from Plaintiff’s Shipped Semen Agreement and On Site Breeding Agreement posted on Law Insider’s Website at <https://www.lawinsider.com/clause/embryo-transfers> (“Infringing Document #31”), <https://www.lawinsider.com/clause/mare-owner-responsibility-to-monitor-mare-fertility> (“Infringing Document #32”), <https://www.lawinsider.com/clause/mare-owners-notifications-obligation> (“Infringing Document #33”), <https://www.lawinsider.com/clause/no-substitutions-for-mare> (“Infringing Document #34”), <https://www.lawinsider.com/clause/stallion-death-injury-or-illness> (“Infringing Document #35”), and <https://www.lawinsider.com/clause/stallion-owner-not-responsible-for-shipment> (“Infringing Document #36”).

39.

On December 22, 2021, Plaintiff conducted another Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff discovered two more derivative works created from Plaintiff’s Equine Boarding Agreement on Law Insider’s Website at <https://www.lawinsider.com/clause/boarders-assumption-of-risks-liability-releases-indemnification-agreement-and-limitation-of-liability> (“Infringing Document #37”) and

<https://www.lawinsider.com/clause/termination-of-boarding-agreement> (“Infringing Document #38”).

40.

On January 5, 2022, Plaintiff conducted an Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff identified yet another derivative work created from Plaintiff’s Equine Boarding Agreement and posted on Law Insider’s Website at <https://www.lawinsider.com/clause/risk-of-injury-or-death-to-boarder> (“Infringing Document #39”).

41.

On January 16, 2022, Plaintiff conducted an Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff identified another derivative work created from Plaintiff’s Adult Visitor Release and posted on Law Insider’s Website at <https://www.lawinsider.com/clause/safe-riding-attire> (“Infringing Document #40”). Plaintiff also identified two other derivative works created from Plaintiff’s Shipped Semen Agreement and On Site Breeding Agreement posted on Law Insider’s Website at <https://www.lawinsider.com/clause/stallions-death> (“Infringing Document #41”) and <https://www.lawinsider.com/clause/fertility-testing> (“Infringing Document #42”). Plaintiff is informed and believes Defendant Law Insider accessed Infringing Document #2 on Defendant Washington’s website and used it to create Infringing Documents #41 and 42.

42.

On February 25, 2022, Plaintiff conducted an Internet search to identify documents that infringed upon Plaintiff’s copyrighted legal forms. Plaintiff discovered that Infringing



Document #13 had once again been posted on Law Insider's Website at the same location where Plaintiff had previously found Infringing Document #13. Plaintiff also identified another derivative work created from Plaintiff's Full Equine Lease Agreement posted on Law Insider's Website at <https://www.lawinsider.com/clause/horses-condition>.

**Plaintiff's Efforts to Remove Infringing Documents from Defendant Law Insider's Website**

43.

On November 18, 2021, Plaintiff identified the ISP hosting Defendant Law Insider's website ("Law Insider's ISP") and submitted a DMCA-compliant notice of infringement for Infringing Document #3 via email to its designated agent for receipt of DMCA notices.

44.

On November 19, 2021, Law Insider's ISP emailed Plaintiff in response to Plaintiff's November 18 DMCA infringement notice and requested a copy of the copyrighted material being infringed upon.

45.

On November 23, 2021, Plaintiff replied to Law Insider's ISP's email with the requested material and a copy of Infringing Document #3 highlighted to identify the infringing material. On November 23, 2021, Plaintiff also submitted DMCA-compliant notices of infringement for Infringing Documents #4, 5, 6, 7 via Law Insider's ISP's online DMCA form.

46.

On November 24, 2021, Plaintiff visited the location on Law Insider's Website where Plaintiff had found Infringing Document #3, and Infringing Document #3 was no longer available there. Plaintiff is informed and believes Law Insider's ISP removed Infringing

Document #3 from that location on Law Insider's Website.

47.

On November 24, 2021, Law Insider's ISP emailed Plaintiff in response to Plaintiff's November 23 DMCA notices, and asked Plaintiff to contact Defendant Law Insider.

48.

On November 29, 2021, Plaintiff replied to Law Insider's ISP's November 24 email, and requested Law Insider's ISP's assistance in taking down Infringing Documents #4, 5, 6, 7.

49.

On December 3, 2021, Plaintiff sent a DMCA-compliant notice of infringement regarding Infringing Document #7 to Defendant Law Insider's email address designated with the U.S. Copyright Office to receive DMCA notices.

50.

On December 6, 2021, Plaintiff visited the locations on Law Insider's Website where Plaintiff had previously found Infringing Documents #5 and 6, and they were no longer available at those locations. Plaintiff is informed and believes Law Insider's ISP removed Infringing Documents #5 and 6 from those locations on Law Insider's Website.

51.

On December 7, 2021, Plaintiff visited the location on Law Insider's Website where Plaintiff had previously found Infringing Document #7, and it was no longer available at that location. Plaintiff is informed and believes Defendant Law Insider removed Infringing Document #7 in response to Plaintiff's December 3 DMCA notice.

52.

On December 13, 2021, Plaintiff discovered that Infringing Documents #5-7 were once again posted on Law Insider's Website at the same locations where Plaintiff had previously found them. Plaintiff is informed and believes Defendant Law Insider had re-posted Infringing Documents #5-7 to those locations on or after December 7, 2021. Plaintiff notified Defendant Law Insider via email that Infringing Documents #5-7 had been re-posted to Law Insider's Website and demanded that Defendant Law Insider remove them.

53.

On December 15, 2021, Plaintiff visited the locations on Law Insider's Website where Plaintiff had previously found Infringing Documents #5-7, and they were no longer available at those locations. Plaintiff is informed and believes Defendant Law Insider removed Infringing Documents #5-7 from those locations in response to Plaintiff's December 13 email.

54.

On December 21, 2021, Plaintiff emailed Defendant Law Insider DMCA-compliant notices of infringement with respect to Infringing Documents #31-36.

55.

On December 22, 2021, Plaintiff emailed Defendant Law Insider DMCA-compliant notices of infringement with respect to Infringing Documents #37-38. Also on December 22, 2021, Plaintiff discovered that Infringing Documents #5-7 were once again posted on Law Insider's Website at the same locations where Plaintiff had previously found them. Plaintiff is informed and believes Defendant Law Insider had re-posted Infringing Documents #5-7 to those locations on or after December 15, 2021. Plaintiff again emailed Defendant Law Insider and demanded that it remove the documents.

56.

On December 28, 2021, Plaintiff visited the locations on Law Insider's Website where Plaintiff had previously found Infringing Documents #5-7 and 31-38, and they were no longer available at those locations. Plaintiff is informed and believes Defendant Law Insider removed Infringing Documents #5- 7 and 31-38 from those locations in response to Plaintiff's DMCA notices and emails.

57.

On January 5, 2022, Plaintiff sent a DMCA-compliant notice of infringement to Defendant Law Insider with respect to Infringing Document #39.

58.

On January 6, 2022, Plaintiff visited the location on Law Insider's Website where Plaintiff had previously found Infringing Document #39, and it was no longer available at that location. Plaintiff is informed and believes Defendant Law Insider removed Infringing Document #39 from that location in response to Plaintiff's DMCA notice.

59.

On January 21, 2022, Plaintiff sent DMCA-compliant notices of infringement to Defendant Law Insider with respect to Infringing Documents #40-42.

60.

On February 16, 2022, Plaintiff visited the locations on Law Insider's Website where Plaintiff had previously found Infringing Documents #40-42, and they were no longer available at those locations. Plaintiff is informed and believes Defendant Law Insider removed Infringing Documents #40-42 from those locations in response to Plaintiff's DMCA notices.

61.

On February 25, 2022, Plaintiff discovered Infringing Document #7 was once again posted on Law Insider's Website at the same location where Plaintiff had previously found it. Plaintiff is informed and believes Defendant Law Insider re-posted Infringing Document #7 to this location on or after December 28, 2021.

**Results of Defendant Law Insider's Infringement**

62.

Plaintiff is informed and believes during the time periods Infringing Documents #3-42 have been posted on Law Insider's Website, an unknown number of third parties accessed them. Plaintiff is informed and believes Defendant Law Insider profited in connection with creating Infringing Documents #3-42 and posting them on Law Insider's Website. In particular, Plaintiff is informed and believes Defendant Law Insider sold subscriptions to content on Law Insider's Website that included Infringing Documents #3-42. Additionally, Plaintiff is informed and believes an unknown number of parties who came into possession of Infringing Documents #3-42 further disseminated them, made derivative works from them, and profited by using them in their business operations.

63.

Plaintiff is informed and believes Defendant Law Insider continues to use Infringing Documents #3-42 as part of its business, and Infringing Documents #3-42 are posted in other locations on Law Insider's Website. Plaintiff is also informed and believes Defendant Law Insider has created other derivative works that infringe upon Plaintiff's copyrighted legal forms and posted such derivative works on Law Insider's Website. Plaintiff is informed and believes

Defendant Law Insider has profited, and continues to profit, in connection with creating such additional infringing documents and posting them on Law Insider's Website. In particular, Plaintiff is informed and believes Defendant Law Insider has sold, and continues to sell, subscriptions to content on Defendant Law Insider's website that includes such additional infringing documents. Additionally, Plaintiff is informed and believes an unknown number of third parties who came into possession of these additional infringing documents further disseminated them, made derivative works from them, and profited by using them in their business operations.

### **FIRST CLAIM FOR RELIEF**

#### **Copyright Infringement Against All Defendants**

64.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

65.

Plaintiff has complied in all respects with the Copyright Act, and all other laws governing copyright.

66.

Plaintiff is entitled to copyright protection for Plaintiff's Equine Boarding Forms Package, which includes, *inter alia*, Plaintiff's Equine Boarding Agreement, Adult Visitor Release, Youth Visitor Release, Adult Haul-in Release and Youth Haul-in Release. The Register of Copyrights has issued the following Certificates of Registration for material contained in the current version of Plaintiff's Equine Boarding Forms Package: TX0007188695, TX0007188703, TX0007188711, TX0007189931, TX0007189934, TX0007394787, TX0007394795 and

TX0008398596.

67.

Plaintiff is entitled to copyright protection for Plaintiff's Equine Hauling Hold Harmless Agreement. The Register of Copyrights has issued the following Certificates of Registration for material contained in the current version of Plaintiff's Equine Hauling Hold Harmless Agreement: TX0007381542, TX0007381544 and TX0007473420.

68.

Plaintiff is entitled to copyright protection for Plaintiff's Shipped Semen Agreement. The Register of Copyrights has issued Certificate of Registration TX0006109412 for Plaintiff's Shipped Semen Agreement.

69.

Plaintiff is entitled to copyright protection for Plaintiff's On Site Breeding Agreement. The Register of Copyrights has issued Certificate of Registration TX0006553534 for Plaintiff's On Site Breeding Agreement.

70.

Plaintiff is entitled to copyright protection for Plaintiff's Full Equine Lease Agreement. The Register of Copyrights has issued Certificate of Registration TX0006858828 for Plaintiff's Full Equine Lease Agreement.

71.

Plaintiff is entitled to copyright protection for Plaintiff's Simple Equine Sale Agreement. The Register of Copyrights has issued Certificate of Registration TX0007394791 for Plaintiff's Simple Equine Sale Agreement.

72.

Plaintiff has placed copyright notices on its License Agreement and on all copies of its legal forms it has produced and licensed, including Plaintiff's Equine Boarding Forms Package and its component forms, Plaintiff's Equine Hauling Hold Harmless Agreement, Plaintiff's Shipped Semen Agreement, Plaintiff's On Site Breeding Agreement, Plaintiff's Full Lease Agreement and Plaintiff's Simple Equine Sale Agreement (collectively, the "Infringed Documents"). Any copies of the Infringed Documents published by Plaintiff or under Plaintiff's authority or license have been published in strict conformity with the Copyright Act and all other laws governing copyright.

73.

Plaintiff is the copyright claimant of the original copyright, assignee of the copyright owner, or the owner of exclusive rights under the Copyright Act, in the Infringed Documents.

74.

Plaintiff is informed and believes by means of the actions complained of herein, Defendants have infringed and will continue to infringe Plaintiff's copyright in and relating to the Infringed Documents, by copying, publicly displaying, distributing, and/or placing into the market documents or portions thereof which were copied from the Infringed Documents.

75.

Plaintiff is informed and believes Defendants have infringed Plaintiff's copyright knowingly, deliberately, and willfully, and without Plaintiff's consent.

76.

Plaintiff has not authorized any of the Defendants, by license or otherwise, to copy,



reproduce, display, distribute or sell copies of the Infringed Documents, except for personal and non-commercial use pursuant to the License Agreement.

77.

As a direct and proximate result of Defendants' infringement of Plaintiff's copyright and exclusive rights under copyright, Plaintiff is entitled to damages and Defendants' profits pursuant to 17 U.S.C. § 504(b) for each infringement. Alternatively, Plaintiff is entitled to the maximum statutory damages in the amount of \$150,000, or for such other amounts as may be proper under 17 U.S.C. §504(c). Plaintiff is further entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. §505.

78.

Defendants' conduct, as described herein, is causing, and unless enjoined by this Court, will continue to cause, Plaintiff great and irreparable injury that cannot be fully compensated or measured in money. Plaintiff has no adequate remedy at law. Pursuant to 17 U.S.C. §502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting further infringement of Plaintiff's copyright.

## **SECOND CLAIM FOR RELIEF**

### **Breach of Contract against Defendants McQueeney and Ride On**

79.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

80.

The License Agreement is a valid contract between Defendant McQueeney and Plaintiff. Defendant McQueeney entered into the License Agreement in his capacity as an employee or

agent of Defendant Ride On, and therefore Defendant Ride On is bound by the terms of the License Agreement.

81.

Plaintiff performed all of its obligations pursuant to the License Agreement, or was excused from doing so.

82.

Defendants McQueeney and Ride On breached the License Agreement by taking the actions described herein.

83.

As a proximate result of Defendants McQueeney's and Ride On's actions, Plaintiff has suffered damages in an amount to be proven at trial.

84.

Pursuant to the License Agreement, Plaintiff is entitled to recovery of its attorneys' fees and costs in this action.

### **THIRD CLAIM FOR RELIEF**

#### **Breach of Contract against Defendants Buenger and Washington**

85.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

86.

The License Agreement is a valid contract between Defendant Buenger and Plaintiff. Defendant Buenger entered into the License Agreement in his capacity as an employee or agent of Defendant Washington, and therefore Defendant Washington is bound by the terms of the

License Agreement.

87.

Plaintiff performed all of its obligations pursuant to the License Agreement, or was excused from doing so.

88.

Defendants Buenger and Washington breached the License Agreement by taking the actions described herein.

89.

As a proximate result of Defendants Buenger's and Washington's actions, Plaintiff has suffered damages in an amount to be proven at trial.

90.

Pursuant to the License Agreement, Plaintiff is entitled to recovery of its attorneys' fees and costs in this action.

#### **FOURTH CLAIM FOR RELIEF**

##### **Conversion Against Defendants McQueeney and Ride On**

91.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

92.

Plaintiff owns the Equine Boarding Forms Package.

93.

Defendant McQueeney intentionally exceeded the scope of the License Agreement and converted a portion of the Equine Boarding Forms Package to commercial use for Defendant

McQueeney's and Defendant Ride On's benefit.

94.

At all relevant times, Defendant McQueeney was acting as Defendant Ride On's employee or agent, and therefore Defendant McQueeney's knowledge, intent and actions are imputed to Defendant Ride On.

95.

As a direct result of Defendant McQueeney's and Defendant Ride On's actions, Plaintiff has suffered damages in an amount to be proven at trial.

### **FIFTH CLAIM FOR RELIEF**

#### **Conversion Against Defendants Buenger and Washington**

96.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

97.

Plaintiff owns the Shipped Semen Agreement and the On Site Breeding Agreement.

98.

Defendant Buenger intentionally exceeded the scope of the License Agreement and converted portions of the Shipped Semen Agreement and the On Site Breeding Agreement to commercial use for Defendant Buenger's and Defendant Washington's benefit.

99.

At all relevant times, Defendant Buenger was acting as Defendant Washington's employee or agent, and therefore Defendant Buenger's knowledge, intent and actions are imputed to Defendant Ride On.

100.

As a direct result of Defendant Buenger's and Defendant Washington's actions, Plaintiff has suffered damages in an amount to be proven at trial.

### **SIXTH CLAIM FOR RELIEF**

#### **Conversion Against Defendant Law Insider**

101.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

102.

Plaintiff owns the Infringed Documents.

103.

Defendant Law Insider intentionally converted the Infringed Documents to commercial use for Defendant Law Insider's benefit.

104.

As a direct result of Defendant Law Insider's actions, Plaintiff has suffered damages in an amount to be proven at trial.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for judgment as follows:

By Plaintiff against All Defendants

1. For an order preliminarily and permanently enjoining Defendants and all persons acting in concert with them, including their agents, employees, successors and assigns, from (a) accessing, using, copying, publishing, disclosing, transferring, selling or otherwise distributing or disseminating,

directly or indirectly, any of Plaintiff's copyrighted material, and any product incorporating or derived from all or part of Plaintiff's copyrighted material; and (b) committing any other act that infringes upon Plaintiff's copyrights.

2. For an order requiring Defendants to account and pay over to Plaintiff all sales, profits and advantages derived by them from the causes of action described in this Complaint.
3. An award of actual damages in an amount to be proven at trial;
4. For statutory damages as provided by applicable law;
5. For an award of attorneys' fees and costs; and
6. For such other and further relief as the Court shall deem equitable.

DATED March 3, 2022

/s/ Rachel E. Kosmal McCart

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